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STEPHAN KOCAN,

Plaintiff,

**ORDER**

CV-22-1548 (ST)

- against -

FRENSCO, INC., et al.,

Defendants.

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**TISCIONE, United States Magistrate Judge:**

The parties have filed a motion for settlement approval [9] and have consented to jurisdiction by a US Magistrate Judge [7]. Having reviewed the settlement agreement, I find that "the agreement reflects a reasonable compromise of disputed issues [rather] than a mere waiver of statutory rights brought about by an employer's overreaching." *Le v. SITA Information Networking Computing, USA, Inc.*, No. 07-CV-86, 2008 WL 724155, at \*1 (E.D.N.Y. Mar. 13, 2008) (quotations and citation omitted); see also *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015). In reaching this conclusion, I have considered, among other things, (1) that the settlement amount as reflected in the settlement agreement is substantial and fair in light of litigation risk and is within the possible range of recovery; (2) that the attorney's fees and costs portion of the settlement is reasonable and commensurate with the degree of success obtained, see *Fisher v. SD Protection Inc.*, 948 F.3d 593, 606-07 (2d Cir. 2020); (3) that the release provided for in the agreement is limited in scope; and (4) that the settlement agreement does not impose a duty of confidentiality. For the reasons above, the terms of the settlement are fair and reasonable and otherwise satisfy the factors set forth in *Wolinsky v. Scholastic Inc.*, 900 F. Supp. 2d 332, 335-36 (S.D.N.Y. 2012). See *Fisher*, 948 F.3d at 600 (instructing that *Wolinsky* factors guide fairness inquiry). The settlement is therefore approved, the motion for settlement approval [9] is granted and the case is closed.

**SO ORDERED.**

s/  
**STEVEN L. TISCIONE**  
**UNITED STATES MAGISTRATE JUDGE**

**Dated: Central Islip, New York**  
**June 22, 2022**